



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

March 28, 2016
Subject: Light Capital Paving
State WIN: 018607.00 & 022215.00
Location: **Rockland Area**
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Documents:

REMOVE, page 9 thru 10, "NOTICE TO CONTRACTOR", and **REPLACE** with attached revised "NOTICE TO CONTRACTORS", 2 pages.

REMOVE, page 11, "SPECIAL PROVISION, SECTION 102.7.3, ACKNOWLEDGMENT OF BID AMENDMENTS", and **REPLACE** with attached revised "SPECIAL PROVISION, SECTION 102.7.3, ACKNOWLEDGMENT OF BID AMENDMENTS", 1 page.

REMOVE page 12, "Proposal Schedule of Items" dated 2/19/2016 and **REPLACE** with the attached revised "Proposal Schedule of Items", 1 page, dated 3/23/2016.

REMOVE pages 13 thru 18, "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached revised "CONTRACT AGREEMENT, OFFER & AWARD", 1 page.

Consider this change and information prior to submitting your bid on **April 6, 2016**.

Sincerely,

George M. A. Macdougall P.E.
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper **"Light Capital Paving in the towns of Appleton, Belmont, Camden, Hope, Lincolnville, Owls Head, Rockport, Searsmont, Somerville, South Thomaston, Thomaston, and Washington"** will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 6, 2016 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Highway Construction or Paving Prequalification, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: WINs 18607.00 & 22215.00.

Location: In Knox, Lincoln, and Waldo Counties, project is located:

Map ID 1 is in Rockport and Camden on Pascal Avenue, Central Street, and Union Street beginning on Pascal Avenue at the intersection with Route 1 and extending northeasterly to the intersection Russel Street; then continuing northerly on Central Street to Russel Street, then continuing northerly on Union Street to the intersection with Route 1.

Map ID 2 is in Appleton, Hope, and Camden on Route 105 beginning at the northerly junction with Route 131 and extending southeasterly to the intersection with Route 1.

Map ID 3 is in Somerville and Washington on Route 105 beginning at the Windsor/Somerville town line and extending easterly to the intersection with Route 220.

Map ID 4 is in South Thomaston and Owls Head the Dublin Road beginning at the intersection with Route 73 and extending easterly to the intersection with Ash Point Drive.

Map ID 5 is in Searsmont and Belmont beginning on the Howard Road and the Lincolnville Road beginning on the Howard Road at the intersection with Route 173 and extending northeasterly to the intersection with the Lincolnville Road; then continuing northerly on the Lincolnville Road to the intersection with Route 131.

Map ID 6 is in Hope and Camden on the Barnestown Road beginning at the intersection with Route 235 and extending southeasterly to the intersection with Route 1.

Map ID 7 is in Owls Head on the South Shore Drive and the North Shore Drive beginning on the South Shore Drive at the intersection with the Ash Point Road and extending northeasterly to the intersection with the North Shore Drive; then continuing westerly on the North Shore Drive to the intersection with the Ash Point Road.

Map ID 8 is in Lincolnville and Searsmont on Route 173 beginning at the northerly junction with Route 52 and extending northwesterly to the northerly junction with Route 131.

Map ID 9 is in Owls Head on Ash Point Drive beginning at the intersection with the Dublin Road and extending northerly to the intersection with the North Shore Drive.

Outline of Work: Light Capital Paving and other incidental work.

Total length is 47.83 miles

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Denis Lovely** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

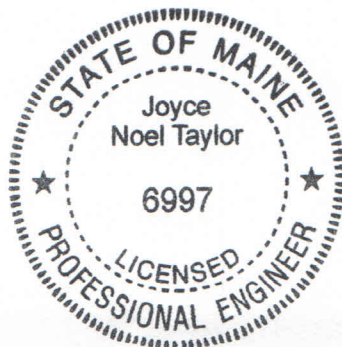
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of **\$50,000** payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
March 16, 2016



JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

3/23/2016

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 018607.00

Project(s): 018607.00, 022215.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.203 PAVEMENT BUTT JOINTS	900.000 SY	_____	_____	_____	_____
0020	461.13 LIGHT CAPITAL PAVING	25,915.000 T	_____	_____	_____	_____
0030	631.175 CONTRACTOR TRUCKING	25,915.000 T	_____	_____	_____	_____
Section: 1			Total:		_____	_____
			Total Bid:		_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WINs 18607.00 & 22215.00, for the Light Capital Paving in the towns of Appleton, Belmont, Camden, Hope, Lincolnville, Owls Head, Rockport, Searsmont, Somerville, South Thomaston, Thomaston, and Washington, Counties of Knox, Lincoln and Waldo, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before September 23rd, 2016. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of November 2014 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of November 2014, Standard Details Revision of November 2014 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of November 2014, Standard Details Revision of November 2014 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: WINs 18607.00 & 22215.00, for the Light Capital Paving in the towns of Appleton, Belmont, Camden, Hope, Lincolnville, Owls Head, Rockport, Searsport, Somerville, South Thomaston, Thomaston, and Washington, Counties of Knox, Lincoln and Waldo, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of November 2014, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of November 2014 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

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